

West Delaware Co. CSD    Educ. Support EA/ISEA

7/1/2006 6/30/2008

WEST DELAWARE CSD/EDUC. SUPPORT EA 06-08  
(BLUE COLLAR)(SUPPORT)

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

# **Master Contract**

**Between**

**West Delaware County Community School District**

**And**

**West Delaware Educational Support  
Association/ISEA:**

**UNIT I**

**Bus & Car Drivers  
Custodians  
Housekeepers  
Laundry Workers  
Maintenance Workers  
Mechanics**

**UNIT II**

**Associates – Sp. Education  
Associates – Reg. Education  
Media Technicians  
Secretaries**

**July 1, 2006 – June 30, 2008**

All printing in regular type is applicable to Unit I and Unit II. Printing done in ***Bold Italics*** is applicable to the designated Unit I or Unit II.

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## **ARTICLE I RECOGNITION**

### **SECTION A - UNIT**

- 1 The Board hereby recognizes the West Delaware Educational Support Association/ISEA, as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case No. 3049) issued by the PERB on the 18th day of December, 1985.

### **SECTION B - DEFINITION**

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the West Delaware County Community School District or its duly authorized representative.
2. The term "Employee", as used in this Agreement, shall mean all employees represented by this Union in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", or "Union", as used in this Agreement, shall mean the West Delaware Educational Support Association/ISEA Unit I or Unit II, or its duly authorized representatives or agents.
4. The term "Superintendent", as used in the Agreement, shall mean the district Superintendent or designee.

## **ARTICLE II DUES DEDUCTION**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct regular monthly dues from his/her pay and remit such deductions to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted. Requests for dues deduction shall be filed with the Board by October 10 of each year. The deduction shall be 1/8 per month

The Union and employees requesting dues deduction shall agree to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.

Upon appropriate written authorization, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, negotiated insurance, and such other items as required by law. Such written authorization is for original purchase, transfer, or alteration and in accordance with law and must be submitted to the Board prior to the established payroll cut-off date. Cancellation may occur at any time.

### **ARTICLE III HEALTH**

1. All new employees will be required to have a physical examination by a medical professional of the District's choice, including the items on the physical examination form provided by the District.
2. Subsequent physical examinations required by statute or regulation shall be submitted on the form provided by the District. The examining medical professional shall be selected by the District. The District shall pay the cost of the physical. Notwithstanding the preceding sentence, employees that have health insurance may choose to have the physical performed by a medical professional of the employee's selection, provided the same is submitted to the insurance carrier for payment. The District will pay that portion of the cost not covered by the employee's health insurance.
3. The District may require re-examinations by a medical professional of the District's choice when it deems relevant to an employee's performance or status. The employee shall execute a patient waiver form. The District will pay the full cost of these physicals.

### **ARTICLE IV PROBATIONARY PERIOD**

All original appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- A. The probationary period for employees shall be nine (9) months unless waived by the District on an individual basis or extended by mutual agreement.
- B. Probationary employees may be separated for any cause by the Board during the probationary period without appeal.
- C. If action is not taken by the appointing authority to the probationary employee, that he/she is not qualified for regular status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired regular status.

## **ARTICLE V GRIEVANCE PROCEDURE**

### **A. DEFINITION**

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this contract by an employee.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise under this contract. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

### **C. PROCEDURE**

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. A supervisor's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
2. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and/or related work activities of the grieving employee. The administration shall determine whether an interference has occurred under this paragraph.
3. All grievances must be presented within five (5) working days of the date of occurrence of the event giving rise to the grievance.
4. At all steps of a grievance after step one, the employee and administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.

### **D. GRIEVANCE STEPS**

1. Step One. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his or her supervisor.
2. Step Two. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the supervisor within five (5) working days after the informal conference with the building supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this contract which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

Within five (5) working days after the supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative(s), if requested, to discuss the alleged grievance and attempt to resolve same

The supervisor shall have the right to have representative(s) or designee(s) at the meeting. The supervisor, or other Board representative(s), shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within five (5) working days following the meeting between the supervisor and the aggrieved.

3. Step Three In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he or she so desires, may file an appeal of the supervisor's answer within five (5) working days of the said written decision with the Superintendent and/or representative(s). Within ten (10) working days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or representative(s) shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee, the supervisor and the representative of the employee.

In the event of extenuating circumstances such as illness, accident, or unavoidable absence, the time lines in this step will be waived until such time as the Board or employee can appoint or designate a person to continue the process or within five (5) working days of the end of the extenuating circumstances.

4. Step Four If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within ten (10) working days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

The employee shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) working days, PERB shall be requested to provide a list of five (5) arbitrators. The employee shall have the right to remove the first name from the list. Each of the two parties shall alternatively strike one name at a time from the list until one shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this contract, but shall have power only to apply and interpret the provisions of this contract to the settlement of issues and grievances arising hereunder.



Each party shall bear its own costs and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the District and the grievant or his or her representative(s).

E. OTHER

1. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives heretofore referred to in this article.
2. If any employee files any claim or complaint in any form other than the grievance procedure set forth in this contract or with a court of law or administrative agency, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.
3. All grievances shall be processed outside of the work hours of the employee unless the District agrees otherwise.

## **ARTICLE VI INSURANCE**

### **A. INSURANCE**

1. The Board will pay the monthly single premium costs, less \$1.00, for each regular full-time employee, for the group health insurance plan costing \$364.09, beginning July 1, 2006 and continuing until June 30, 2007 (for 2007-2008 school year the District will pay the cost of this same plan less \$1.00). A second insurance option is available to employees; however, the district contribution will not exceed the cost set forth above.
2. The total annual premium of a Twenty Thousand Dollar (\$20,000) term life insurance policy shall be paid by the Board for all 40 hour per week employees. The total annual premium of a Ten Thousand Dollar (\$10,000) term life insurance policy shall be paid by the Board for all employees working from 20 hours per week up to 40 hours per week. The Board will also continue to pay for long-term disability insurance at present benefit levels. All employees currently receiving the \$10,000 term life insurance will be allowed the option of purchasing \$10,000 additional term life insurance with the cost deducted from the employee's paycheck, subject to insurance company's requirements.
3. The district will provide a choice of a specified benefit (tax sheltered annuity, cash or health insurance premium) to employees meeting the following criteria:

Full-time, 40 hours per week, 12 month: \$2,400.00 payable over 12 months.

Full-time, 40 hours per week, less than 12 months: \$2,000.00 payable over 10 months.

Part-time, 35 hours or more, less than 40 hours: \$2,000.00 payable over 10 months.

Employees have the option of using said funds for purchase of a TSA, towards the cost of family health benefits (full-time), towards the cost of single health benefits (part-time), or as wages (subject to state and federal income taxes, FICA and IPERS withholding).

4. The Board will provide workers compensation insurance and tort claim insurance as provided by law for all employees.
- B. The terms and conditions of the insurance policies shall supersede any agreement in this contract.
- C. The Board shall have the right at any time to procure the insurance referred to in Section "A" above from any other insurance company or to self insure at the Board's election and may change insurance carriers as it deems necessary. If a change in carriers is made there shall be no reduction in benefits to the employee(s).
- D. Full-time employee in this Article means an employee who works a 40 hour week for nine (9) months or more.
- E. Employees shall comply with any cooperation clause contained in the insurance policies secured by the District.
- F. Other employees may purchase insurance under this Article if contracted for 30 hours or more per week and if allowed by the carrier.

## **ARTICLE VII VOLUNTARY TRANSFERS**

### **NOTIFICATION OF VACANCIES**

#### **A. LISTING**

All vacancies in bargaining unit work shall be posted in a conspicuous place at each building for a period of at least ten (10) working days before the decision to fill the vacancy is made. The District may advertise the vacancy during the posting period.

#### **B. FILING REQUESTS**

An employee's request for a transfer will be discussed with the employee and seriously considered by the Administration.

## **ARTICLE VIII INVOLUNTARY TRANSFERS**

1. Involuntary transfers will not be made capriciously; however, the parties recognize that in order to meet the staffing needs of the District, it may be necessary to transfer an employee involuntarily.
2. Notice of such involuntary transfer shall be given in writing to the employee as soon as practical, and no later than five (5) working days after said transfer decision is made.
3. An employee involuntarily transferred to another classification will not suffer a decrease in pay but may receive an increase in pay

## **ARTICLE IX**

### **EVALUATION PROCEDURE**

1. Within six (6) weeks of the beginning of school or employment, employees shall be acquainted with the evaluation instrument.
2. First and second year employees shall be evaluated a minimum of two (2) times each year. Employees beyond their second year of service shall be evaluated a minimum of once every three years. Employees shall sign their evaluation to acknowledge receipt of a copy.
3. Within five (5) days of receiving an evaluation the employee may submit a written explanation regarding the evaluation for inclusion in the employee's personnel file.
4. This Article deals with but a single method of evaluation - formal evaluation. Nothing in this Article precludes other methods of evaluation whatsoever as deemed appropriate by the District.
5. In any proceeding in which the District attempts to use past evaluations to justify adverse action taken against an employee, including such adverse action as withholding of a step increase, suspension, termination, layoff, placement on probation, etc., the employee or the exclusive bargaining representative may challenge the fairness and accuracy of such past evaluations.

All timelines as they pertain to filing a grievance are hereby waived in regard to challenging past evaluations once adverse action is taken by the District.

## **ARTICLE X**

### **STAFF REDUCTION**

1. If the employer determines it is necessary to lay off employees, the lay off shall be accomplished on a District-wide basis in the following manner:

#### **UNIT I**

- A. *Lay offs will be by category of employees in the unit to-wit: custodian, housekeeper, laundry worker, mechanic, maintenance worker, and bus driver.*

#### **UNIT II**

- A. *Lay offs will be by category of employees in the unit to-wit: associates - special education, associates - regular education, media technicians, and secretaries*
- B. Probationary employees within the category will be laid off first. The employee with the least district seniority within the category will be laid off next. If seniority is the same, the employee to be laid off will be determined by the district which may include a drawing of lots.
- C. Seniority means length of consecutive employment with the District.
- D. In the event that the district determines that there is a need to staff reduce the number of associates in special education and an associate/interpreter is the least senior employee, but necessary to maintain services to a student, then the next least senior employee will be staff reduced. If the student served by an associate/interpreter leaves the district or is otherwise not in need of interpreter services, the associate/interpreter if not staff reduced as the least senior employee, will remain on staff as an associate without interpreter duties. In this case, the salary of the position will be reduced to reflect the reduction in duties

2. Recall

- A Laid-off employees will have recall rights to a vacant position in that employee classification for one (1) year from the date of last working for the District.
- B. If two or more employees are on recall the employee with the most seniority will be recalled. If seniority is tied the employee recalled shall be determined by drawing lots
- C. Laid-off employees must keep the District informed of their current address
- D. Notice of recall will be by certified mail return receipt requested and the recalled employee must accept or reject the recall within ten (10) calendar days of mailing of the notice or the employee will be deemed to have rejected the position. Acceptance of recall shall be in writing and hand delivered to the person issuing the recall notice. Rejection of recall shall terminate recall rights.
- E. Recalled employees do not earn benefits or seniority while laid off but shall be restored to all unused accumulated sick leave upon recall and seniority shall begin to accrue again to be added to the employee's prior seniority.

**ARTICLE XI**  
**SAFETY PROCEDURES**

The employer shall endeavor to provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their Administrator.

The District will at no cost to the employee provide protective clothing required by law or the employer.

## **ARTICLE XII**

### **HOLIDAYS AND VACATIONS**

#### **A. HOLIDAYS**

Each employee shall be paid for his/her normal hours at his/her regular wage rates and will not be expected to be on duty for designated holidays listed below, provided the employee's term of duty includes the day in the yearly schedule. Employees must be employed the day following the holiday to qualify for holiday pay.

- |                     |                   |
|---------------------|-------------------|
| 1. Labor Day        | 4. New Year's Day |
| 2. Thanksgiving Day | 5. Memorial Day   |
| 3. Christmas Day    | 6. Good Friday    |

Twelve month full-time employees also receive as paid holidays: July 4, day after Thanksgiving and a day before or after Christmas and New Year's Day.

If the Board of Education approves dismissal from duty for all employees for less than a full day and the employee is absent for the full day's absence, they shall subsequently be charged for a full day's absence.

#### **B. VACATIONS**

1. Full-time regular employees who have served a full year (12 months) are entitled to vacation with pay according to the following schedule:
  - a. Those who have been employed less than twelve months at the end of a fiscal year - employees in this classification shall be granted a pro-rata vacation of 5/6 working day without loss of pay, for each month of employment or major portion thereof. Any fraction equal to or greater than 1/2 in the total number of days earned shall be counted as a full day; less than 1/2 shall be disregarded.
  - b. Those who have completed one full year of employment but less than ten (10) full years prior to July 1 in any given year will be entitled to two (2) weeks vacation.
  - c. Those who have completed ten (10) but less than fifteen (15) full years of service prior to July 1 in any given year will be entitled to three (3) weeks vacation.
  - d. Those who have completed over fifteen (15) years of service prior to July 1 in any given year will be entitled to four (4) weeks vacation.
2. The Superintendent shall establish a vacation schedule for all support employees of the District.
3. Any full-time employee who is unable to take the full vacation to which he/she is entitled in one period may, if approved by the Superintendent or designated representative, be granted the privilege of taking the remainder before the end of the calendar year. Vacation time may not accrue from one year to the next.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE**

#### **A. SICK LEAVE**

##### **1. Accumulative benefits:**

- a. All employees are allowed sick leave as specified below:
  - 10 days - first year
  - 11 days - second year
  - 12 days - third year
  - 13 days - fourth year
  - 14 days - fifth year
  - 15 days - sixth year, and all subsequent years
- b. The term of the school year is from July 1 to June 30 inclusive.
- c. Unused sick leave days shall be accumulated from year to year with the total number of days that may be accumulated, one hundred twenty (120) days. If an employee's absence for illness or injury in any one year exceeds the number of sick leave days allowed for that year, the employee's accumulated sick leave days will be used.
- d. The Board may require the employee to furnish reasonable evidence to substantiate illness or disability for which sick leave benefits are requested.
- e. Sick leave may not be used for elective or cosmetic surgery

##### **2. Notification of accumulation:**

The employee shall sign an office copy of the accumulated leave each year to verify its accuracy.

3. If an employee is on a 10, 11 or 12 month contract, he/she shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal nine (9) month contract.

#### **B. TEMPORARY LEAVE OF ABSENCE**

All employees are entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year. These leaves are in addition to any sick leave to which the employees are entitled.

##### **1. Critical Illness or Death in Family:**

Employees may be granted a leave of absence for up to five (5) days without loss of pay for critical illness (Critical illness is defined by "the placement by a physician on the hospital's most serious classification of illness as defined by the hospital's medical staff" or those situations where the Superintendent or designee, in the exercise of his sole, non-grievable, discretion determines that a life threatening or otherwise critical medical situation exists of such a nature that the immediate presence of the employee is warranted. The district may



require a physician signed verification form or such other reasonable verification of the necessity for such leave as the Superintendent or designee may require) or death of an employee's spouse, child, step-child, parent, step-parent, or guardian, and up to three (3) days without loss of pay for critical illness or death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and other person who has been a member of the employee's household for five (5) years or more immediately prior to his/her death

## 2. Funeral.

In case of death of any other relative or person of close personal relationship, up to one day of absence shall be allowed without loss of pay for attendance at the funeral. The supervisor may extend the above provision in any specific instance.

## 3. Personal Leave

All employees shall be allowed two (2) days in their contract year, without loss of salary, for personal leave. The employee shall notify his/her immediate supervisor of his/her intention to take leave at least one week in advance. Emergency situations will not require advance notice. The employee may not use any personal leave on a school day immediately before or after a holiday or vacation period unless permission is granted by the supervisor. Personal leave may be taken in one-half day increments. No more than one employee per classification per building shall be absent on personal leave on any given day unless waived by their supervisor.

If personal leave is not used during the contract year, it may be carried forward to the following year to be used specifically for family illness, funeral, or sick leave. These days, taken in no less than 1/2 day increments, are in addition to regular personal leaves for the current year and may accumulate to a maximum of 4 days to be used only for the specific purposes designated above.

## 4. Jury and Legal

Employees shall be excused for jury duty upon request, or when subpoenaed shall be excused to appear in court. No deduction from compensation will be made during the term of jury service, provided, however, that all jury fees, except for mileage and meal allowance received by any such employee, shall be turned over to the District. Employees shall contact their supervisor upon being released from jury duty for a decision on whether or not the employee should return to work. This leave is not available when the employee is a party to the Court proceedings.

## 5. Extended Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one calendar year. The leave may be renewed by the Board each year upon the written request of the employee. The Board agrees to make available, at the employee's expense, all insurance packages provided by this contract for the duration of said leave, subject to the approval of the carrier.

6 Absence Without Pay:

Absence without pay may be authorized by the Superintendent

The employees shall make application for authorization in advance of the occurrence or, if advance application is not possible, not later than ten (10) days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.

Involuntary absence not heretofore provided for may be excused. The employee shall make application immediately for excuse for such absence, and the deduction in salary shall be made unless such deduction be specifically waived.

Other absence than those herein provided for, or failure to follow the foregoing regulations, may be deemed to be neglect of duty and may be sufficient grounds for dismissal.

7. Association Leave:

Up to four (4) days without pay will be allowed for Association leave for ISEA conferences or meetings other than bargaining. This is total leave and not per member.

8. Family and Medical Leave:

Employees of the district are entitled to leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family, or medical, or any other leave provisions of this contract diminished by the inclusion of this provision in this contract.

9. Family Leave:

Three (3) days absence per year will be allowed and charged to sick leave without loss of pay for use of family illness. Family means: spouse, child, step-child, parent, step-parent or any person who has been a member of the employee's household for five years or more.

C. GOOD CAUSE

Other temporary leaves of absence with pay may be granted by the Superintendent, whose decision is not grievable.

## **ARTICLE XIV HOURS AND OVERTIME**

1. The work year shall be those days and hours determined by the school calendar and which are assigned and identified in the employee's individual contract.
2. Hours and days may be increased by an employee's supervisor depending on the availability of work. Hours in an individual contract will not be decreased without an employee's consent during a contract year. This will not prohibit a reduction of hours on the individual contract offered for the following year.
3. Overtime, if any, will be paid according to the applicable provisions of the Fair Labor Standards Act.

### **UNIT I**

#### **4. *Bus Driver Extra Trips:***

- A. Extra trips will be posted and assigned by seniority on a rotating basis.***
- B. When a driver drives an extra trip, the pay rate will be the driver's regular hourly route pay rate.***
- C. Bus Driver layover time shall be paid at \$8.00 per hour.***

#### **5. School Closing.**

When school is closed due to inclement weather:

- A. All twelve-month employees are to report to work unless arrangements are made with their supervisor.**
  - B. All other employees do not report to work unless requested by their supervisor, which will not cause a reduction in total contracted hours for the year.**
  - C. When employees are released early for other reasons it will not cause a reduction in total contracted hours for the year.**
  - D. Hours under B and C will be made up at the employee's request to be scheduled by the supervisor.**
6. All employees will receive free passes to all West Delaware school events. Passes must be turned in to the District if employment is terminated voluntarily or involuntarily.

## **ARTICLE XV**

### **WAGES**

1. Starting salaries for new employees will be set by the District (and will not normally exceed current employees in the classification unless justified by qualifications, education, or experience) and are not grievable. The minimum starting wage for all jobs in Unit I and Unit II, except bus drivers, shall be \$8.00 per hour for the duration of this contract. The District may establish a higher minimum starting hourly rate for bus drivers.
2. Employees will be paid from the attached schedule.
3. If the district requires employees to attend a district inservice for CPR recertification as a requirement for their job description, the employees shall be paid at their regular rate of pay.

## **ARTICLE XVI**

### **COMPLIANCE CLAUSES AND DURATION OF AGREEMENT**

#### **A. Separability**

Should any article, section, or clause of this contract be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this contract to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

#### **B. Printing Agreement**

The Board and the Association shall agree upon the format and number of copies of the contract to be printed. The cost shall be pro-rated as to the number of copies required by each party. Copies shall be provided each employee; however, the expense of copies for the employees shall be shared equally between the Board and the Association.

#### **C. Finality and Effect of Contract**

1. This contract supersedes and cancels all previous contracts and practices between the Board and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the Board and the Union, for the life of this contract, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the terms of this contract, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this contract or with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this contract.

#### **D. Duration Period**

This contract shall become effective on July 1, 2006 and shall be in full force and effect through June 30, 2008.

#### **E. Successor Agreement**

Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred twenty (120) days prior to the District's budget certificate date, as established by the Code of Iowa, or September 15, whichever is later.

Upon receipt of the notice, the negotiating team representing the Board, and the negotiating team representing the Union shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

F. Automatic Renewal of Contract

If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in E above, the current contract shall automatically continue in force and to be in effect for equivalent periods as shown in D above

G Whenever any notice is required to be given by either of the parties to this contract to the other, pursuant to the provisions of this contract, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association to Board, at: 601 New Street, Manchester, Iowa 52057.
2. If by Board to Association, at: Association President, at his or her last known address

H Compliance

The timelines observed for collective bargaining will be the same timelines as observed by the teachers.

The parties agree to one arbitrator, proposals will be exchanged ten (10) days prior, the final date will be the same as the teachers, and it will be a total package final offer, not issue by issue.

This Agreement is executed and agreed upon this 28<sup>th</sup> day of March, 2006.

West Delaware Educational  
Support Association/ISEA:  
Unit I & Unit II

West Delaware County  
Community School District

By Deacon H. Stufflebeam By Gary Johnson  
Its Representative Board of Education President

By Marcianne Nedurst By Alvin C. Johnson  
Its Committee Member Chief Negotiator  
West Delaware School District

## **SCHEDULE A UNIT I & UNIT II**

### **Other:**

Early dismissals do not affect insurance eligibility.

Associates with certification will receive an additional 10 cents on July 1, 2004 and a 10 cent increase on January 1, 2005. Thereafter Associates with certification will receive a 20 cent increase effective with the pay period beginning after filing proof of certification with the business office.

### **For 2006-2007 & 2007-2008:**

For 2006-07 each 2005-06 contracted employee shall receive an increase over their 2005-06 pay rate of 40 cents per hour. For 2007-08 each 2006-07 employee shall receive an increase over their 2006-07 pay rate of 40 cents per hour.

Longevity is 10 cents per hour on anniversary date after five years of continuous service in the district (phased in during this contract period – 5 cents per hour after five years for 2006-07 and an additional five cents in 2007-08) and an additional 10 cents per hour on anniversary date after ten years of continuous service in the district and an additional 15 cents per hour on anniversary date after 20 years of continuous service in the district.

## **APPENDIX A**

The pay rate for the bus mechanic will be raised by \$1.10 per hour. This will not be costed in the total package increase. The bus mechanic will also receive the pay raise which all other members of Unit I and Unit II receive. (40 cents per hour in 2006-07 and 40 cents per hour in 2007-08)